

This Master Services Agreement is made as of _____ ("Effective Date") by and between Artworks Foundry, LLC ("Artworks Foundry"), a California Limited Liability Company having its principal place of business at 729 Heinz Ave STE 10, Berkeley, CA 94710, and City of Alameda, a California municipal corporation ("Client"), a charter municipality having its principal place of business at City of Alameda 2263 Santa Clara Avenue, Alameda, CA 94501 (collectively, the "Parties").

Client wishes to engage Artworks Foundry to provide the Services and Work Product (as defined below) described in one or more Work Orders (as defined below), and Artworks Foundry wishes to accept such engagement upon execution of such Work Order. Now, therefore, in consideration of the mutual covenants hereinafter set forth and for other valuable consideration, the Parties agree as follows:

1. Definitions

1.1 Agreement means the entire content of this Master Services Agreement, any attached Schedules, and any Work Orders, together with any exhibits, schedules, or attachments hereto.

1.2 Change Order means an agreement for services and deliverables beyond the scope set forth in the applicable WO. All Change Orders must be approved by both parties in writing.

1.3 Client Materials means all sculpture, specifications, drawings, information, photography, video, graphics, masks, maquettes, models, and other materials or data furnished by Client to Artworks Foundry for use in connection with the Work Product or Services.

1.4 Confidential Information means any nonpublic and/or proprietary information that: (i) if disclosed in writing, is labeled as "confidential" or "proprietary"; (ii) if disclosed orally, is designated confidential at disclosure; or (iii) by its nature and/or the circumstances of its disclosure, should be reasonably considered as confidential. Confidential Information shall not include information that (a) was known to the Recipient prior to the time of disclosure by the Discloser; (b) was in the public domain prior to the time of execution of this Agreement, or which comes into the public domain through no fault or breach of the Agreement by the Recipient; or (c) has been independently developed by the Recipient without reference to or use of the Confidential Information.

1.5 Deliverable means the Services and Work Product to be provided by Artworks Foundry to Client during a Project, as specified in the applicable Work Order.

1.6 Force Majeure shall mean damage or delay caused by Acts of God, acts or regulations or decrees of any government (de facto or de jure), natural phenomena such as earthquakes and floods, fires, riots, wars, freight embargoes, pandemics, lockouts, or other causes whether similar or dissimilar to those enumerated above unforeseeable and beyond the reasonable control of the pertaining parties and which prevent the total or partial carrying out of any obligation under any WO. The Covid pandemic is expressly excluded from the definition of a "pandemic" for purposes of this Agreement.

1.7 Intellectual Property Rights means, with respect to any thing, material, or work, all past, present, and future rights of the following types, which may exist or be created under the laws of any jurisdiction in the world: (i) rights associated with works of authorship, including exclusive exploitation rights, copyrights, and moral rights; (ii) trademark and trade name rights and similar rights; (iii) trade secret rights; (iv) patent and industrial property rights; (v) other proprietary rights in Intellectual Property of every kind and nature; and (vi) rights in or relating to registrations, renewals, extensions, combinations, divisions, and reissues of, and applications for, any of the rights referred to in clauses (i) through (v) of this definition.

1.8 Preliminary Works means all work (including, but not limited to, concepts, sketches, visual presentations, mock-ups, models, or other alternate or preliminary designs and documents) developed by Artworks Foundry and which may or may not be shown and or delivered to Client for consideration but which do not form part of Artworks Foundry's Services and Work Product.

1.9 Services means the services specified in the applicable WO or otherwise performed by Artworks Foundry under this Agreement.

1.10 Completion or Complete means the date on which the Work Product or Services, or an agreed-upon portion of the Work Product or Services, is sufficiently complete in accordance with the WO or Change Order so that the Client can use the project or a portion thereof for its intended purposes.

1.11 Work Order (also referenced as "WO") means a writing, signed by the Parties, and made a part of this Agreement, setting forth all Services that Artworks Foundry agrees to perform for Client; all Work Product that Artworks Foundry agrees to create for, produce for, develop for, and sell to Client; and any other item (including preliminary and final work product) that Artworks Foundry agrees to prepare for or provide to the Client. Work Orders may be changed only through a Change Order or additional Work Order, in either case signed by all parties before such work begins.

1.12 Work Product means the work product specified in the applicable WO or otherwise provided by Artworks Foundry under this Agreement.

2. Services and Work Product

2.1 Work Order. All Services that Artworks Foundry agrees to perform for Client and all Work Product that Artworks Foundry agrees to create for, produce for, or provide to Client will be described in one or more WOs specifically referencing this Agreement. The WO must be completed before Artworks Foundry begins any Services or furnishes any Deliverables to Client, and no WO shall be effective unless executed by the authorized representatives of Artworks Foundry and Client. A separate WO will be required for each project. Each WO will become part of this Agreement by this reference when executed. A WO shall be governed by and subject to the provisions of this Agreement, except where and to the extent that a WO contains express

language modifying the terms of this Agreement, in which case the modification shall apply to that WO only. All capitalized terms used and not expressly defined in the WO shall have the meanings given to them in this Agreement.

2.2 Change Orders. Change Orders will be issued for any real, material or substantive change in scope, scale, timing or other factor which impacts the cost to deliver the Work Product or Services on the established timeline. Client agrees not to unreasonably withhold any such approval. Change Orders must be accepted by both parties and approved in writing prior to commencement of work beyond the scope of or different from the applicable WO, but in no event will failure to document a Change Order be deemed to waive Artworks Foundry's right to seek payment for the changed scope. Change Orders will be invoiced in full at the time of execution unless the Change Order specifies otherwise.

2.3 Client Materials Release: Modification, alteration, damage, and loss of client-supplied materials is common and may be an unavoidable part of the molding, scanning, or 3D-printing process.

2.4 Molds: Artworks Foundry will not retain molds unless specified in the applicable WO. Molds are to be picked up no later than 30 days after the installation of the Deliverable. If Client wishes for Artworks to store their molds a rental agreement must be entered into no later than 30 days after completion of the Deliverable. Molds left at Artworks longer than 90 days after installation of the Deliverable will be considered abandoned and disposed of.

2.5 Client shall, at its own expense, have the right, at reasonable intervals throughout the project, during normal business hours, and upon 72 hours notice, to inspect Artwork Foundry's work and the progress being made in the work under the applicable WO. Client shall also have the right to have any qualified person of its choosing, at reasonable intervals throughout the project, during normal business hours, and upon 72 hours notice, make inspection and examination of such work in various stages of production, subject to Artworks Foundry's right to deny access to any person who, in Artworks Foundry's reasonable opinion, does not comply with Artworks Foundry's healthy, safety, or security policies. Client shall be responsible for promptly notifying Artworks Foundry in writing if there is any complaint as to the satisfactory accomplishment of the work as observed by Client or Client's representative.

2.6 Client acknowledges that it shall be responsible for performing the following in a reasonable and timely manner: a) Providing Client Materials in a timely manner and in suitable form to allow Artworks Foundry to provide the Services and Work Product specified in the applicable WO; b) where necessary, coordinating any decision-making with parties other than Artworks Foundry; c) final proof and/or review of Deliverables in a timely manner; d) payment of all invoices as they become due; and e) any and all client obligations specified in the applicable WO.

3. Invoices and Payment

3.1 Unless otherwise stated in the applicable WO, Artworks Foundry will invoice Client on a milestone basis. Each invoice is due and payable net 30 days after the invoice date, unless otherwise specified in the applicable WO.

3.2 Invoices submitted by Artworks Foundry to Client are deemed accepted and approved unless disputed by Client within ten (10) days after Client's receipt of the invoice. In the event Client disputes a portion of an invoice, Client will pay the undisputed portion in full while the dispute is being resolved, and Artworks Foundry's acceptance of such partial payment shall not waive any of its rights as to the remaining balance or in any way constitute accord and satisfaction. All such disputes must be in writing. Artworks Foundry at its sole and reasonable discretion may suspend performance of services and withhold delivery of materials until payment in full of all undisputed amounts more than fifteen (15) days past due. Artworks Foundry will not be liable for any damages, losses, or liabilities that may arise out of the suspension of performance and/or withholding of materials due to Client's non-payment.

3.3 Client will be responsible for payment of all taxes (other than taxes based on Artworks Foundry's income), including all applicable sales, use, or value added taxes, even if calculated or assessed subsequent to execution of the applicable WO. Client will also be responsible for payment of all fees, duties, tariffs, and other governmental charges (and any related penalties and interest) arising from the payment of fees to Artworks Foundry under this Agreement or from the delivery of any Deliverables to Client.

4. Timing/Acceptance/Completion

4.1 Timing. Artworks Foundry will undertake commercially reasonable efforts to perform the Services and provide the Work Product within the time(s) identified in the WO. Client agrees to review all Deliverables within the time identified for such reviews and to promptly either, (i) approve the Deliverables in writing or (ii) provide written comments and/or corrections sufficient to identify the Client's concerns, objections or corrections. Client acknowledges and agrees that Artworks Foundry's ability to meet any and all schedules is entirely dependent upon Client's prompt performance of its obligations to provide Client Materials and written approvals and/or instructions pursuant to the WO and that any delays in Client's performance or Changes in the Services or Deliverables requested by Client may delay delivery of the Services and/or Work Product. Any such delay caused by Client shall not constitute a breach of Artworks Foundry's obligations under this Agreement or the WO.

4.2 Inherent Qualities in the Work. Client acknowledges and agrees that reproduction of artwork by way of mold making, scanning, 3D printing, wax patterns, metal casting, assembly, and/or fabrication will incur changes to surface, dimensions, details, and alignment. Such changes are inherent to the process.

4.3 Acceptance. Client shall notify Artworks Foundry in writing and within five (5) business days of receipt or inspection of each Deliverable of any failure of such Deliverable to comply with the specifications set forth in the WO, or of any other objections Client has to such Deliverable. Any such notice shall be sufficient to identify with clarity any objection made or correction or change or demanded. Any and all objections, corrections, or changes shall be subject to the terms and conditions of this Agreement. In the absence of such notice from Client, the Deliverable shall be deemed accepted. Objections that do not prohibit Client from using the Work Product or a portion thereof for its intended purpose shall not relieve Client of payment obligations under section 3.

4.4 Completion. Artworks Foundry shall notify Client when the project specified in the applicable WO is Complete. In the event Client disputes whether the project is Complete, Client shall notify Artworks Foundry, in writing, within five (5) days of receipt of Artworks Foundry's notice of Completion. In the absence of such notice, Artworks Foundry shall prepare, and Client shall execute, a statement of Completion setting forth the date of Completion. Upon Completion of the project, Client shall make payment to Artworks Foundry of all remaining amounts relating, as applicable, to the entire project or the completed portion of the project. Excepting installation or inspection, Client may not display or sell or otherwise use any portion of the project until such time as it has executed the statement of Completion. Client's use of any portion of the project in any manner other than installation or inspection shall operate as an acknowledgement of Completion.

5. Intellectual Property Rights and Licensing

5.1 Preliminary Works. Artworks Foundry retains all rights in and to all Preliminary Works. Client shall return all Preliminary Works to Artworks Foundry within thirty (30) days of completion of the Services and all rights in and to any Preliminary Works shall remain the exclusive property of Artworks Foundry.

5.2 Client Materials: Client Materials shall remain the sole property of Client, and Client shall be the sole owner of all rights in connection therewith.

6. Publicity/Accreditation/Promotion

Artworks Foundry retains and/or is granted certain publicity, accreditation, and promotion rights in the Services and Work Product, as follows:

6.1 Artworks Foundry retains the right to photograph, video, and otherwise document its role in the creation of the Artworks Foundry Services and Work Product and the Project, and to reproduce, publish and display such documentation in Artworks Foundry's portfolios and websites, and in galleries and other exhibits for the purposes of recognition of creative excellence or professional advancement, and to be credited with authorship of the Deliverables in connection with such uses. Such rights include the right to submit the documentation of the Artworks Foundry Services and Work Product to professional award competitions.

6.2 Either Party, subject to the other's reasonable written approval, may describe its role in relation to the Project and, if applicable, the Services provided to the other party on its website and in other promotional materials, and, if not expressly objected to, include a link to the other party's website;

6.3 Artworks Foundry may reference the Project, and Artworks Foundry's role in the creation of the Artworks Foundry Services and Work Product and the Project, in Artworks Foundry's own marketing and public relations.

7. Trade Secrets and Confidential Information

7.1 If Client receives Confidential Information from Artworks Foundry, it shall keep Confidential Information strictly confidential and not disclose such Confidential Information to any third party without the Artworks Foundry's prior written consent. Client shall treat such Confidential Information with the same degree of care that it treats its own Confidential Information, but in no event less than a reasonable degree of care. Client may only use the Confidential Information in connection with this Agreement and shall not use the Confidential Information for any other purpose whatsoever. Client may disclose the Confidential Information only to its employees, representatives, and consultants ("Representatives"), and then only on a strictly "need-to-know" basis. Client shall ensure that Representatives are bound by obligations no less extensive than those set out in this Agreement. Client shall be liable to Artworks Foundry pursuant to the provisions set forth in this Agreement for any breach by its Representatives.

7.2 In the event Client receives a request to release Confidential Information pursuant to a court order, subpoena, or other governmental authority, Client shall provide Artworks Foundry with prompt written notice in order to permit Artworks Foundry to either consent to the disclosure or seek a protective order or other appropriate remedy. Client shall limit the disclosure of Confidential Information to the greatest extent possible under the circumstances.

7.3 Survival; Equitable Relief: Client's confidentiality obligations under this Section 7 shall survive for five years following any termination or expiration of this Agreement, provided that confidentiality obligations with respect to Confidential Information constituting trade secrets shall continue for as long as such Confidential Information shall be eligible for trade secret protection. Client acknowledges that breach of this Section 7 may cause irreparable harm to Artworks Foundry. Therefore, in addition to any other remedies available to it, Artworks Foundry may obtain injunctive relief in the event of any breach or alleged breach of the confidentiality provisions of this Agreement without proving actual damages.

8. Term and Termination

8.1 This Agreement takes effect on the Effective Date specified above and continues unless terminated as provided for herein. The termination of this Agreement also terminates any then-outstanding WO.

8.2 Artworks Foundry may terminate this Agreement, or any WO executed pursuant to it, at any time, effective immediately upon notice to Client or upon any other effective date specified in the termination notice.

8.3 Termination for Cause: In addition to any remedies that may be provided in this Agreement, Artworks Foundry may terminate this Agreement with immediate effect upon written notice to Client, if Client: (i) fails to pay any amount when due under this Agreement and such failure continues for five days after Client's receipt of written notice of nonpayment; (ii) has not otherwise performed or complied with any of these terms of this Agreement, in whole or in part; or (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

8.4 Notwithstanding anything to the contrary contained herein, upon the effective date of any termination of this Agreement, or any WO executed pursuant to it, Client shall immediately pay to Artworks Foundry, whether or not previously billed, any fees previously accrued and any expenses previously incurred as of that date.

9. Warranties

9.1 Artworks Foundry's Warranty: Artworks Foundry warrants that all Services and Work Product provided under this Agreement are in compliance with all specifications, requirements and terms of this Agreement (including any applicable WO), and are, as of the respective date of delivery, of merchantable quality, fit for its intended purpose, new, and free from material defects. Upon notification by Client during the Warranty Period of a defect in the Work Product, the Parties shall promptly enter into a discussion to reach a mutual agreement on the best solution, and Artworks Foundry shall, as soon as reasonably practicable, cure the defect to a standard consistent with professional conservation standards. Such remedy is Client's sole remedy under this Warranty. The Warranty Period is one year from release of the finished artwork.

9.2 Post-Warranty Repairs: Should Client notify Artworks Foundry of a defect in the Work Product after expiration of the Warranty Period, Artworks Foundry will endeavor to make or supervise repairs or restoration at its then-standard professional rates for material and labor, plus reimbursement of all reasonable expenses for travel, shipping, permits, and equipment rental.

9.3 Warranty Exclusion: Artworks Foundry shall have no obligation to correct any defect, damage, failure or other problems caused by the Work Product being subject to misuse, abuse, improper maintenance, accident, or disaster.

9.4 Patina: Notwithstanding the foregoing, Artworks Foundry makes no guarantees or warranties regarding the patina. Artworks Foundry recommends an annual maintenance program consisting of cleaning and re-application of a clear paste wax to preserve the original

patina. Variations in the patina over time, however, are common and are to be expected. Artworks Foundry will perform patina repairs and re-application at its then-standard professional rates for material and labor, plus reimbursement of all reasonable expenses for travel, shipping, permits, and equipment rental.

9.5 EXCEPT AS EXPRESSLY PROVIDED HEREIN AND TO THE EXTENT PERMITTED BY LAW, THERE ARE NO WARRANTIES, CONDITIONS OR REPRESENTATIONS, EXPRESS OR IMPLIED BY STATUTE, USAGE, CUSTOM OF THE TRADE OR OTHERWISE, WITH RESPECT TO THE PRODUCTS AND SERVICES PROVIDED BY ARTWORKS FOUNDRY PURSUANT HERETO, INCLUDING BUT NOT LIMITED TO, WARRANTIES, CONDITIONS, OR REPRESENTATIONS OF WORKMANSHIP, MERCHANTABILITY, NON-INFRINGEMENT, MERCHANTABILITY QUALITY, FITNESS FOR A PARTICULAR PURPOSE OR DURABILITY.

9.6 Client Representations and Warranty: Client represents and warrants that none of the Client Materials violate or infringe any patent, copyright, or trademark, or any trade secret or other proprietary right of a third party. Any breach of this section shall be deemed a material breach of this Agreement. Client shall indemnify and defend Artworks Foundry (including its officers, directors, management and employees) and shall hold it and them harmless from and against any and all claims, demands, causes of action, losses, liabilities and expenses (including, without limitation, attorneys' fees) resulting or arising from any breach of its representations and warranties herein.

9.7 Equal Opportunity Employers: Each party represents and warrants to the other that it is an equal-opportunity employer, does not discriminate on the basis of age, race, creed, color, religion, sex, sexual orientation, national origin, disability, marital or veteran status or any other basis that is prohibited by law and will not so discriminate in conjunction with any product or service provided hereunder.

10. Indemnification/Limitation of Liability

10.1 By Artworks Foundry: Subject to the terms, conditions, express representations and warranties provided in this Agreement, Artworks Foundry agrees to indemnify, save and hold harmless Client (including its City Council, attorneys, members, officers, directors, employees, contractors and agents) (each, a "Client Indemnitee") from and against any and all third party Claims arising out of, or resulting from any breach by Artworks Foundry of any of its warranties, representations or obligations under this Agreement except to the extent that such Claims were caused by the negligence, willful or reckless misconduct of any Client Indemnitee. In such event, (a) Client must promptly notify Artworks Foundry in writing of the claim; (b) Artworks Foundry shall have sole control of the defense and all related settlement negotiations; and (c) Client shall provide Artworks Foundry with the assistance, information and authority necessary to perform Artworks Foundry's obligations under this section. Notwithstanding the foregoing, Artworks Foundry shall have no obligation to defend or otherwise indemnify Client for any claim or adverse finding of fact arising out of or due to Client Materials, any unauthorized

content provided by Client, or the improper or illegal use of Deliverables or Artworks Foundry Services and Work Product.

10.2 Dispute Resolution **Mediation:** Except as otherwise set forth below, the Parties agree that any and all disputes, claims or controversies arising out of or relating to this Agreement not resolved by negotiation shall be the subject of mediation before a mediator from the JAMS panel of neutrals, to be held in San Francisco. Either Party may commence the mediation process by providing to the other Party a written request for mediation, setting forth the subject of the dispute or the relief requested. The Parties will cooperate with one another in selecting a neutral and in scheduling the mediation proceedings. The Parties agree that they will participate in the mediation in good faith and that they will share equally in its costs. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the Parties, their agents, employees, experts and attorneys, and by the mediator or any JAMS employees, are confidential, privileged and inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the Parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.

10.3. Venue: This Agreement shall be construed and governed in accordance with the laws located in the State of California, and the venue of any dispute shall exclusively reside in either the Superior Court of California, Alameda County, or the United States District Court, Northern District of California.

11. General Terms

11.1 Cumulative Remedies: The rights and remedies of the Parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, by statute or otherwise, except in those cases where this Agreement or an WO specifies that a particular remedy is sole or exclusive. No single or partial exercise of any right or remedy with respect to one breach of this Agreement or any Order precludes the simultaneous or subsequent exercise of any other right or remedy with respect to the same or a different breach.

11.2 Entire Agreement: This Agreement, including any WO executed pursuant to it, constitutes the entire understanding and agreement of the Parties relating to the subject matter hereof. This Agreement supersedes all prior agreements, arrangements, representations and communications (whether oral or written) between the parties regarding such subject matter. Any representation, promise, or condition not specifically incorporated herein shall not be binding on either party. Neither this Agreement nor any WO may be modified or amended in any respect, and no Change Order shall become effective, except by a writing signed by the authorized representatives of the Parties. No change or modification shall be implied or assumed.

11.3 Force Majeure: In the event of a Force Majeure situation, the Party being delayed thereby shall inform the other Party thereof as soon as possible but in any event within three (3) business days after the commencement of such Force Majeure situation and specify the nature of the Force Majeure situation as well as the estimated duration thereof. In the event the Force Majeure situation continues for a period of more than thirty (30) business days, then either Party is entitled to terminate any affected WO by simple notice in writing and without either party being liable for damages towards the other Party. If the affected Party does not wish to terminate the WO in accordance with the above, the respective Parties' rights and obligations will be suspended, and a new time schedule shall be agreed upon between the parties. The Covid pandemic is expressly excluded as a Force Majeure situation.

11.4 Survival: The obligations and provisions of all the following Sections __ (Intellectual Property Rights and Licensing), __ (Publicity/Accreditation/Promotion After Project Is Made Public), __ (Trade Secrets and Confidential Information), __ (Warranties), __ (Indemnification/Limitation of Liability), __ (Dispute Resolution) will survive any expiration or termination of this Agreement, or any WO executed pursuant to it.

11.5 No Waiver: Waiver of any breach or failure to enforce any term of his Agreement will not be deemed a waiver of any breach or right to enforce which may thereafter occur. No waiver may be valid against any party hereto unless made in writing and signed by the party against whom enforcement of such waiver is sought and then only to the extent expressly specified therein.

11.6 No Assignment: Client may not transfer or assign all or part of this Agreement without Artworks Foundry's prior written consent. Any assignment or transfer of this Agreement by Client without Artworks Foundry's prior consent shall be void and shall give rise to an immediate right to terminate this Agreement by Artworks Foundry. Subject to the foregoing, this Agreement and each and all of the provisions hereof bind and benefit the Parties and their respective heirs, executors, administrators, legal representatives, successors and assigns.

11.7 No Third-Party Beneficiaries: This Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

11.8 Notices: Any notice or demand or other communication required or permitted to be given under this Agreement or applicable Law shall be effective only if it is in writing and signed by the applicable Party, properly addressed, and either delivered in person, or by a recognized courier service, or by electronic mail with acknowledgement of receipt by the other Party, to the Parties at the addresses provided in this section. For purposes of complying with any provision in this Agreement or applicable Law that requires a "writing," such communication when digitally signed shall be considered to be "in writing" or "written" to an extent no less than if it were in paper form.

To Artworks Foundry at:

729 Heinz Ave, STE 10
Berkeley, CA 94710
***.artworksfoundry.com
contracts@artworksfoundry.com
510 644 2735

To City of Alameda at:

Nicholas Luby, Fire Chief
Alameda Fire Department
1300 Park St
Alameda CA 94501

Notices shall be effective upon receipt. The notice address as provided herein may be changed by written notice given as provided above.

11.9 Relationship: The Parties are independent entities engaged in independent businesses, and neither party nor any agent or employee of either party is an agent or employee of the other. Nothing in this Agreement reserves to either party the right to control the other in the conduct of such party's employment or business, nor shall either party have the authority to make any promise, warranty, guarantee, or representation that will create any obligation or liability whatsoever, whether express or implied, on behalf of the other. This Agreement does not establish a joint venture or partnership, nor does it establish any fiduciary relationship between the Parties, and the performance of any obligations under this Agreement will not create such relationships.

11.10 Severability: In the event that any provision hereof is found invalid or unenforceable pursuant to judicial decree or decision, the remainder of this Agreement shall remain valid and enforceable according to its terms.

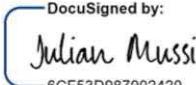
11.11 Counterparts: The parties may execute this Agreement in several counterparts, by facsimile or scanned electronic copies for via electronic signatures, each of which will constitute an original and all of which, when taken together will constitute one agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date written above.

Artworks Foundry, LLC

PURCHASER

Artworks Foundry, LLC

DocuSigned by:

By: _____
Julian Mussi, Owner/Partner

9/19/2022
Date: _____

City of Alameda

CLIENT

City of Alameda

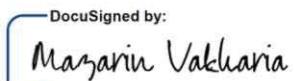
By: _____
Name: Nancy Bronstein
Title: Interim City Manager
Date: _____

Recommended By:

DocuSigned by:

By: _____
Nicholas Luby, Fire Chief

Approved as to Form

DocuSigned by:

By: _____
Mazarin A. Vakharia, Special Counsel